

SERHANT.

Exclusive Right to Sell Cooperative

Date: September, 27th 2023

Owner's Name: Marcia Grostein

Property Address: 25 East 69th street #5B, NY, NY 10021

Owner's Address: 25 East 69th street #5B, NY, NY 10021

Through Licensed Associate Real Estate Broker / Real Estate Salesperson

Emanuele Fiore

of Serhant LLC ("Broker"), Owner (as such term is

defined in Paragraph 1, below) has employed Broker as a real estate broker with exclusive right to sell

25 East 69th street #5B, NY, NY 10021

(the "Property")

on the following conditions:

1. **[Owner's Name]** Marcia Grostein

having an address at 25 East 69th street #5B, NY, NY 10021

is the seller of the Property ("Owner").

2. This agreement ("Agreement") shall be effective and continue in full force and effect from the date that Owner delivers a signed copy of this Agreement to Broker (the "Commencement Date") and shall continue until the date which is 180 days from the day a listing for the Property appears on the active market via a multiple listing service (serhant.com, StreetEasy.com, etc.)(the "Term").
3. Broker is authorized to offer the Property for sale at a price of **\$1,450,000** and to represent that the monthly maintenance of the Property is currently **TBD** and there are **106** shares in the cooperative corporation appurtenant to the Property.
4. In Broker's effort to bring about a satisfactory sale, Broker is authorized by Owner to invite, at Broker's discretion, the cooperation of other licensed real estate brokers and to work with them on a cooperating basis for the sale of the Property (each a "Cooperating Broker").

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5. During the term of this exclusive Agreement, Owner agrees to refer to Broker any inquiries, proposals, and offers received by Owner regarding the Property, including, but not limited to those from principals, other brokers, or third parties. Owner further agrees to conduct all negotiations regarding the sale or other disposition of the Property solely and exclusively through Broker.
6. Unless otherwise agreed upon by Broker and Owner in writing, the Property shall only be offered for sale during the term of this Agreement. In accordance with this Agreement, the Property shall not be made available for lease absent a sale of the Property.
7. If Owner agrees to sell the Property pursuant to this Agreement, Broker's commission to be paid by Owner shall be five (5%) percent of the total sale price of (i) the Property; (ii) any household furnishings; and (iii) any garage, parking, storage or other ancillary space included in such sale (collectively, the "Commission"). If the sale is procured directly through our agent (Emanuele Fiore) three and half (3.5%), without the cooperation of any other broker or agent (including other agents associated with Serhant) , or (b) five (5%) percent of the Sales Price, if the sale of the property is co-brokered by us with the cooperation of another licensed real estate broker or agent (including the cooperation of other agents associated with Serhant).
8. In the event that Owner had previously signed a listing agreement for the Property with another brokerage firm other than Serhant LLC (each a "Prior Broker") that has been terminated and/or expired and Owner subsequently sells the Property to a purchaser indicated on a Prior Broker's exclusive list of prospective purchasers, Owner will pay Serhant a commission of one (1%) percent of the total sale price of (i) the Property; (ii) any household furnishings; and (iii) any garage, parking storage or other ancillary space included in such sale in addition to any commission Owner owed to Prior Broker.
9. In the event another licensed Cooperating Broker solicited by Broker is involved in the transaction, Commission will be paid to Cooperating Broker from the proceeds at closing. In no such event shall the Commission paid by Owner differ from the percentages outlined herein.
10. Broker is hereby authorized by Owner to invite, at Broker's discretion, other licensed real estate brokers at Serhant LLC to participate in this transaction as a Cooperating Broker for the sale of the Property.
11. Notwithstanding anything contained herein to the contrary, in the event of non-payment of any portion of the Commission payable to Broker, as and when due pursuant to the terms of this Agreement, Broker shall have the right to notify Owner of such default hereunder. If Owner continues to fail to pay any amount within ten (10) days after notice from Broker of such default, then, at Broker's option, the amount then due to Broker will accrue interest at the rate of four (4%) percent per annum, which interest shall accrue from the date such unpaid portion first became due until the date such portion is paid in full.

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12. This Agreement shall bind and benefit the personal representatives and successors of the parties hereto but may not be assigned by Owner by operation of law or otherwise, without the prior written consent of Broker. This Agreement may not be changed, rescinded, or modified except in writing, signed by both parties.
13. At the end of the exclusive period, the listing will automatically convert to an open, non-exclusive listing, unless you advise us to the contrary.
14. Within ten (10) business days of the expiration date of the Term Broker shall deliver to Owner, in writing, a list of ten (10) prospective purchasers who inspected the Property during the term of this exclusive Agreement. If a contract is signed to sell the Property to a purchaser or entity or institution on said list (or any affiliate controlled by same), within ninety (90) days after the expiration date of the Term, then Broker shall be entitled to the Commission provided for in Paragraph 7 of this Agreement.
15. In the event that Owner receives any settlement monies or retains any portion of the downpayment in connection with a buyer's default on a fully executed contract with all contingencies fulfilled, Broker will be entitled to ten (10%) percent of said monies and all amounts otherwise due under this Agreement.
16. Owner hereby acknowledges that Broker has informed Owner of Owner's obligations under the Lead Paint Disclosure Law (42 U.S.C 4852 (d)) and that Owner is aware of its responsibility to ensure compliance therewith.
17. This Agreement shall be governed by and subject to the laws of the State of New York.
18. The individuals signing below on behalf of Owner and Broker represent that they are authorized to sign this Agreement on behalf of the entity indicated. Each party comprising Broker represents that they are duly licensed as a real estate broker in the State of New York.
19. Owner agrees to defend, indemnify and hold Broker harmless from and against any and all liabilities, losses, claims, suits, damages, penalties, fees, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") which may be imposed upon, incurred by or asserted against Broker by any third person or party, arising from, through, under, out of or in connection with (i) Broker acting as sales agent and otherwise performing its duties hereunder or as otherwise requested by Owner except for Claims arising from Broker's negligence or material breach under this Agreement; and (ii) any and all other claims, assertions, causes of action, and/or suits which arise directly or indirectly out of any event or feature concerning the Property.
20. This Agreement may be executed in any number of counterparts, and each such counterpart will, for all purposes, be deemed an original instrument, but all such counterparts together will

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constitute but one and the same Agreement. PDF and other digital signatures shall have the same force and effect as originals.

LEAD PAINT NOTIFICATION

If your property was built before 1978, you have an obligation to disclose to the purchaser and the purchaser's agent all information known to you regarding the presence of lead-based paint hazards within this target housing. All information known to the seller's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the purchaser. Federal laws require that the purchaser be given a 10-calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint before becoming obligated under the contract of sale to purchase the target housing.

If the foregoing meets with your approval, please sign and return the enclosed copy of this Agreement.

AGREED & ACCEPTED BY:

OWNER

Signature: <u>marcia Grostein</u> <small>marcia Grostein (Sep 27, 2023 20:04 EDT)</small>	Signature: _____
Print Name: <u>marcia Grostein</u>	Print Name: _____
Date: <u>09/27/2023</u>	Date: _____

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Signature: <u>Emanuele Fiore</u>	Signature: <u>Paul Bologna</u>
Print Name: <u>Emanuele Fiore</u>	Print Name: <u>Paul Bologna</u>
<u>Licensed Real Estate Sales</u>	<u>Executive Director of Sales</u>
Title: <u>Person</u>	Title: _____
Date: <u>09/27/2023</u>	Date: <u>09/30/2023</u>

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New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A

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known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship

the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

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This form was provided to me by Emanuele Fiore (print name of licensee) of SERHANT.
(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☒ Seller's agent

☐ Broker's agent

☐ Buyer as a (check relationship below)

☐ Buyer's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☒ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____
is appointed to represent the buyer; and _____ is appointed to
represent the seller in this transaction.

(I) (We)

acknowledge receipt of a copy of this disclosure form:

signature of ☐ Buyer(s) and/or ☒ Seller(s):

Signature: marcia Grostein
marcia Grostein (Sep 27, 2023 20:04 EDT)

Date: 09/27/2023

Signature: _____

Date: _____

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Division of Licensing Services

New York State
Department of State, Division of Licensing Services (518) 474-4429 www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord. • Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.

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Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429 www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Emanuele Fiore of
(print name of Real Estate Salesperson/Broker)

SERHANT.
(print name of Real Estate company, firm, or brokerage)

(I)(We) _____ (Buyer/Tenant/Seller/Landlord)
acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature: marcia Grostein Date: 09/27/2023
marcia Grostein (Sep 27, 2023 20:04 EDT)

Buyer/Tenant/Seller/Landlord Signature: _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.












25 East 69th street #5B Exclusive agreement

Final Audit Report

2023-09-30

Created:	2023-09-27
By:	Emanuele Fiore (efiore@serhant.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqYcdwgDxN4TP9Zy2qqkHFVCTluqQD-ga

"25 East 69th street #5B Exclusive agreement" History

-  Document created by Emanuele Fiore (efiore@serhant.com)
2023-09-27 - 1:55:49 AM GMT
-  Document emailed to marciaeg@mac.com for signature
2023-09-27 - 1:58:16 AM GMT
-  Email viewed by marciaeg@mac.com
2023-09-28 - 0:03:38 AM GMT
-  Signer marciaeg@mac.com entered name at signing as marcia Grostein
2023-09-28 - 0:04:51 AM GMT
-  Document e-signed by marcia Grostein (marciaeg@mac.com)
Signature Date: 2023-09-28 - 0:04:53 AM GMT - Time Source: server
-  Document emailed to Emanuele Fiore (efiore@serhant.com) for signature
2023-09-28 - 0:04:55 AM GMT
-  Email viewed by Emanuele Fiore (efiore@serhant.com)
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-  Document e-signed by Emanuele Fiore (efiore@serhant.com)
Signature Date: 2023-09-28 - 0:06:16 AM GMT - Time Source: server
-  Document emailed to Paul Bologna (paul.bologna@serhant.com) for signature
2023-09-28 - 0:06:17 AM GMT
-  Email viewed by Paul Bologna (paul.bologna@serhant.com)
2023-09-30 - 4:14:12 PM GMT
-  Document e-signed by Paul Bologna (paul.bologna@serhant.com)
Signature Date: 2023-09-30 - 4:14:24 PM GMT - Time Source: server



Adobe Acrobat Sign

☑ Agreement completed.

2023-09-30 - 4:14:24 PM GMT



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